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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

Proceeding	92059301
Party	Defendant Grange Mutual Casualty Company
Correspondence Address	GRANGE MUTUAL CASUALTY COMPANY 650 S FRONT ST COLUMBUS, OH 43206 UNITED STATES
Submission	Answer
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Date	07/11/2014
Attachments	Answer to Cancellation 92059301.pdf(184704 bytes)

**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE
BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD**

In re Registration Nos. 3,821,201 and 3,723,315

For the mark: GRANGE INSURANCE and GRANGE INSURANCE and Design

GRANGE INSURANCE ASSOCIATION

Petitioner,

v.

GRANGE MUTUAL CASUALTY
COMPANY,

Registrant.

Cancellation No. 92059301

ANSWER

Registrant, Grange Mutual Casualty Company answers the Petition to Cancel Registration Nos. 3,821,201 and 3,723,315 (the “Registrations”) filed by Petitioner, Grange Insurance Association, as follows:

1. Registrant has insufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 1 of the Petition and therefore denies them.
2. Registrant admits that it owns the registrations enumerated in paragraph 2, that they were filed on the dates set forth, and that the identification of services listed by Petitioner is correct. Registrant states that “claims priority as of...” is ambiguous and accordingly denies the allegations in the second sentence of paragraph 2.
3. Registrant has insufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 3 of the Petition and therefore denies them.
4. Registrant has no knowledge of what Petitioner was aware of starting in 1963 with respect to Petitioner or Registrant’s participation in any organizations or as to Registrant’s

activities. Registrant denies that it is a member of the “National Federation of Grange Mutual Insurance Companies”. On reasonable investigation, Registrant has not been a member of the “National Federation of Grange Mutual Insurance Companies” since 1963. Registrant admits that it has been aware that Petitioner has been operating a business offering insurance services in the Pacific northwest for some time, and that it is currently using GRANGE in connection with insurance services in that region, but otherwise denies the allegations in paragraph 4.

5. Registrant admits that records for Petitioner’s Application exist in the United States Patent and Trademark Office’s online database, but otherwise has insufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 5 of the Petition and therefore denies them.

6. Registrant admits that the United States Patent and Trademark Office’s online database records, which speak for themselves, reflect that the examiner refused registration of Petitioner’s Application.

7. Registrant repeats its responses to paragraphs 1-6 above.

8. Registrant has insufficient knowledge and information to form a belief as to what Petitioner believes. Registrant denies that Petitioner has prior rights in the marks GRANGE and GRANGE INSURANCE ASSOCIATION, and all other remaining allegations of paragraph 8 are denied.

9. Registrant has insufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 9 of the Petition and therefore denies them.

10. Registrant has insufficient knowledge of what Petitioner means by “alleged priority date” and accordingly denies the allegation in the first sentence of paragraph 10. Registrant denies that Petitioner has priority in the GRANGE INSURANCE ASSOCIATION mark and therefore denies the second sentence of paragraph 10. Registrant states that Registrant

and/or its predecessor-in-interest has used the mark GRANGE since at least 1933 and accordingly, denies the remaining allegations in paragraph 10.

11. Registrant states that paragraph 11 is ambiguous in that Registrant has two registrations at issue, one of which includes a design. As it understands them, Registrant admits the allegations of the second sentence and that both of Registrant's GRANGE INSURANCE marks are similar to Petitioner's GRANGE INSURANCE ASSOCIATION application, but otherwise denies the allegations of paragraph 11.

12. Admitted.

13. Registrant states that, at present, there is no geographic overlap between Registrant's and Petitioner's services. Accordingly, Registrant denies all allegations in paragraph 13.

14. Registrant has insufficient knowledge and information to form a belief as to the truth of the allegations in paragraph 14 of the Petition and therefore denies them.

15. Denied.

16. Registrant repeats its responses to paragraphs 1-15 above.

17. The regulations of the United States Patent and Trademark Office speak for themselves. Registrant further states that under 37 C.F.R. 2.33(a)(2) an applicant must allege a "verified statement" with content as specified therein. Since the language in paragraph 17 is different from what is in 37 C.F.R. 2.33(a)(2), Registrant denies paragraph 17 to the extent that Petitioner's language varies from that language.

18. Registrant admits that it has been aware that Petitioner has been operating a business offering insurance services in the Pacific northwest for some time, and that it is currently using GRANGE in connection with insurance services in that region, but otherwise denies the allegations in paragraph 18.

19. Registrant has no knowledge about what Petitioner believes and denies all allegations in paragraph 19.

20. Denied.

AFFIRMATIVE DEFENSES

First Affirmative Defense – Priority

21. Registrant is the senior user of the mark GRANGE INSURANCE.

Second Affirmative Defense – Prior Registration

22. The Petition is barred because Registrant is the owner of prior incontestable Registration No. 1,535,724 for GRANGE INSURANCE YOUR PARTNER IN PROTECTION and Design, and accordingly, Petitioner cannot be injured by the registration Registrant's later-filed registrations for GRANGE INSURANCE.

Third Affirmative Defense – Estoppel

23. The Petition is barred by estoppel.

Fourth Affirmative Defense – Laches

24. The Petition is barred by the doctrine of laches.

Fifth Affirmative Defense – Acquiescence

25. The Petition is barred by Petitioner's acquiescence.

Sixth Affirmative Defense – Waiver

26. The Petition is barred by the doctrine of waiver.

THEREFORE, Registrant prays that the Board dismiss this Petition to Cancel.

Respectfully submitted,



Date: July 11, 2014

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CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Answer was served on July 11, 2014, by first-class United States Mail, postage prepaid, on:

John Crosetto
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A handwritten signature in cursive script, appearing to read "Laura T. Geyer", written in black ink.

Laura T. Geyer